

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

-against-

**TOWN OF HUNTINGTON &
HUNTINGTON YOUTH BUREAU
YOUTH RESEARCH INSTITUTE, INC.**

Defendant.

**Civil Action No. 05-4559
(DRH) (WDW)**

STIPULATION AND ORDER OF SETTLEMENT AND JURISDICTION

This action was brought by the Equal Employment Opportunity Commission (EEOC) on September 27, 2005, pursuant to Section 7(b) of the Age Discrimination in Employment Act of 1967, (ADEA) as amended 29 U.S.C. § 626(b), which incorporates by reference Section 16(c) of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C § 216(c), against Defendants. EEOC alleges that Defendants discriminated against Janie Schmidt in that it terminated her employment in September 2003 because of her age (58) and in retaliation for opposing discriminatory practices. Defendants denied the allegations.

This Stipulation and Order (Stipulation and Order) is entered into between EEOC and Defendant Huntington Youth Bureau Youth Development Research Institute, Inc. (Defendant) (collectively "the parties"). The parties desire to settle this action, and therefore stipulate and consent to the entry of this Stipulation and Order as final and binding between the parties and Defendant's successors, assigns, subsidiaries and any other corporation or entity into which Defendant may merge or consolidate. The parties agree that this Stipulation and Order may be entered into without Findings of Fact and Conclusions of Law being made and entered by the

Court. No waiver, modification or amendment of any provision of this Stipulation and Order shall be effective unless made in writing and approved by both parties to this Stipulation and Order. As to Defendant Town of Huntington, EEOC agrees to enter a stipulation of dismissal with prejudice in resolution of its action against this Defendant within seven (7) business days of payment to Janie Schmidt as specified in ¶5 below.

In consideration of the mutual promises and agreements contained in this Stipulation and Order, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and it is therefore STIPULATED AND ORDERED:

GENERAL PROVISIONS

1. This Stipulation and Order resolves all allegations raised in EEOC Charge Number 160-2004-02201 and in the complaint filed by EEOC in this action which arose out of Ms. Schmidt's employment with Defendant. Defendant denies any unlawful conduct. This Stipulation and Order in no way affects EEOC's right to process any other pending or future charges that may be filed against the Huntington Youth Bureau Youth Development Research Institute, Inc. and to commence civil actions on any such charges as EEOC sees fit.
2. The Court has jurisdiction over the subject matter of this action and the parties to this action, venue is proper, and all administrative prerequisites have been met.
3. No party shall contest the validity of this Stipulation and Order or the jurisdiction of the federal district court to enforce this Stipulation and Order and its terms or the right of EEOC to bring an enforcement action upon the breach of any of the terms of the Stipulation and Order.

4. Defendant shall provide notice and a copy of this Stipulation and Order to any successors, assigns, subsidiaries and any other corporation or other entity into which it may merge or with which it may consolidate.

5. **Payment to Janie Schmidt**

Within fifteen (15) days of entry of this Stipulation and Order, Defendant will cause to be paid to Janie Schmidt a total of thirty-five thousand dollars (\$35, 000) in resolution of this Complaint. This payment consists of backpay and compensatory damages in equal portions. All applicable withholdings will be deducted from the backpay portion of the payment. Defendant makes no representations or guarantees as to the tax consequences of the payments made to Ms. Schmidt. Ms. Schmidt agrees and understands that any and all tax liabilities on the payment attributable to compensatory damages will be solely her responsibility. In or about January or February of 2009, Defendant will provide Ms. Schmidt with a Form 1099 and W-2 Statement reflective of the backpay and compensatory damages. Defendant will provide EEOC a copy of the checks, Form 1099 and W-2 Statement concurrent with Defendant's providing them to Ms. Schmidt.

6. **Non-Discrimination and Non-Retaliation**

a. Defendant and its agents will not discriminate against any individual because of her or his age in violation of the ADEA.

b. Defendant and its agents will not retaliate against any individual for asserting rights under the ADEA, including but not limited to complaining about discrimination, opposing discrimination, filing a charge or for asserting her or his rights under the ADEA.

7. **Policies and Procedures**

a. Within thirty (30) days of entry of this Stipulation and Order, Defendant

will adopt and maintain a revised Anti-Discrimination and Retaliation Policy, a copy of which will be provided to EEOC. This revised policy will be consistent in substance with the policy currently in place for Town of Huntington employees and will incorporate the changes consistent with the parties' discussion on November 12, 2008.

b. Within thirty (30) days of entry of this Stipulation and Order, Defendant will adopt and maintain revised Complaint Procedures and Guidelines, a copy of which will be provided to EEOC. The revised Complaint Procedures and Guidelines will be consistent in substance with those currently in place for Town of Huntington employees and will incorporate the changes consistent with the parties' discussion on November 12, 2008.

c. Within forty-five (45) days of entry of this Stipulation and Order, Defendant will distribute a copy of the revised Anti-Discrimination and Retaliation policy and the revised Complaint Procedures and Guidelines to all of its employees and shall distribute a copy of such documents to all employees hired thereafter within five (5) days of the commencement of their employment.

d. Defendant will maintain records of all investigations conducted in connection with any complaints of discrimination and/or retaliation made by its employees during the term of this Stipulation and Order.

8. **Training**

a. By December 31, 2008, Defendant will ensure that the following training will be provided to its employees:

(i) All of Defendant's employees will receive anti-discrimination and anti-retaliation training, that will be consistent in substance with that currently provided to Town of Huntington employees.

(ii) All of Defendant's executive level employees will receive two (2) hours of training concerning the handling and investigation of complaints of discrimination and/or retaliation.

b. Defendant's newly hired, transferred, and/or promoted managers will receive the training specified in paragraph 8(a) as soon as the next training is scheduled for managers and at least one (1) the year of the date of hire, transfer or promotion to the management position.

c. Defendant will thereafter ensure that anti-discrimination and anti-retaliation training will be provided to all employees, including managerial staff, every year, for the duration of this Stipulation and Order.

d. Attendance sheets or records containing, but not limited to, the dates of attendance, name of attendees, identity of instructor, and agendas for the training will be maintained by Defendant for a period of not less than three (3) years.

9. **Notices and Postings**

a. Within ten (10) days of entry of this Stipulation and Order, Defendant will conspicuously post and maintain in its office in all places where employee notices are posted, a copy of the attached Notice to All Employees of the Huntington Youth Bureau Youth Development Research Institute, Inc.

b. Defendant will conspicuously display and maintain in all places where employee notices are posted the EEOC poster, as required by federal law, outlining all applicable EEO-laws.

10. **Reference Letter**

Defendant agrees to answer any and all inquiries by prospective employers regarding Janie Schmidt by providing prospective employers with a letter of reference which states the dates of Ms. Schmidt's employment, her job titles, and her annual salary in September 2003. Defendant will provide Ms. Schmidt and EEOC a copy of this letter within thirty (30) days of entry of this Stipulation and Order. Defendant shall not provide any information other than this letter and shall not mention this action, or any other matter related to this action or the underlying charge of discrimination, to prospective employers enquiring about Janie Schmidt's employment with Defendant.

11. **Monitoring**

a. Defendant will provide EEOC with a list of all complaints of age discrimination and/or retaliation for asserting rights under the ADEA, either formal or informal, including a description of the allegations in the complaint and the outcome of any investigation on an annual basis during the term of this Stipulation and Order.

b. With seven (7) calendar days' notice to Defendant, EEOC may monitor Defendant's compliance with this Stipulation and Order through the inspection of Defendant's premises, records and interviews with employees at reasonable times. Defendant shall make available for inspection and copying any records reasonably related to the topics covered by this Stipulation and Order.

12. This Stipulation and Order constitutes the complete understanding between EEOC and Defendant. No other promises or agreements shall be binding unless agreed to in writing and signed by these parties.

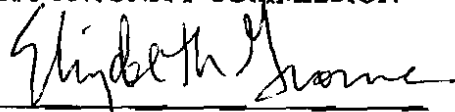
13. This Stipulation and Order will remain in effect for three years from the date of entry. The Court shall retain jurisdiction over this action for the duration of the Stipulation and Order, and the Court shall have the same powers it would have with respect to a judgment during this effected period to enforce or modify the provisions of this Stipulation and Order, to resolve any dispute that arises under this Stipulation and Order, and to entertain any application and issue any Stipulation and Orders as may be necessary or appropriate for the effectuation of its terms and conditions. The matter may be administratively closed but shall not be dismissed during the duration of the Stipulation and Order. Within thirty (30) days after the date set for the expiration of the Stipulation and Order, the parties shall submit a stipulation of dismissal to the Court unless an enforcement action is commenced prior to that date.

SO STIPULATED, ORDERED, ADJUDGED AND DECREED this ____ day of
_____,
200__.

Hon. Dennis Hurley, U.S.D.J.

APPROVED IN FORM AND CONTENT:

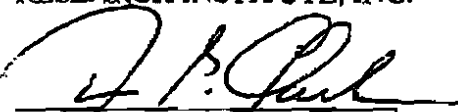
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December 1, 2008

**NOTICE TO ALL EMPLOYEES OF THE HUNTINGTON YOUTH BUREAU
YOUTH DEVELOPMENT RESEARCH INSTITUTE, INC.**

The U.S. Equal Employment Opportunity Commission ("EEOC") and the Huntington Youth Bureau Youth Development Research Institute, Inc. ("Institute") have agreed to resolve Civil Action No. 05-4559 (DRH)(WDW) that was brought by the EEOC. In that action, the EEOC alleged that the Institute violated the Age Discrimination in Employment Act of 1967, as amended 29 U.S.C. § 626(b).

Federal law prohibits discrimination against an employee or an applicant for employment based on the age, race, religion, sex, color, national origin or disability status of the employee or applicant. Federal law also prohibits retaliation against people who have complained of or opposed discriminatory practices.

The Institute has implemented a revised Anti-Discrimination and Retaliation Policy and complaint procedure. A copy of the policy and procedure will be distributed to each employee and is available from any Project Director as well. In addition, each employee will be provided with anti-discrimination training.

If you have a complaint of employment discrimination or questions regarding laws prohibiting employment discrimination, you should follow the Institute's revised complaint procedure or you may also contact:

U.S. Equal Employment Opportunity Commission
33 Whitehall Street, New York, New York 10004-2112
Phone: 800-669-4000
TTY (for persons with hearing impairments): 800-669-6820

Or

New York State Division of Human Rights
New York State Office Building, Suite 3A-15
250 Veterans Memorial Highway
Hauppauge, New York 11788
Phone: 631-952-6434

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE CHANGED
THIS IS NOTICE MUST REMAIN POSTED UNTIL DECEMBER 1, 2011.